

Cross Reference to Deed  
Instrument No. \_\_\_\_\_

Project No. \_\_\_\_\_  
Parcel \_\_\_\_\_

**GRANT OF PERPETUAL DRAINAGE EASEMENT  
AND RIGHT-OF-WAY**

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_,  
by and between \_\_\_\_\_, ("GRANTOR") and the  
City of Indianapolis, Department of Public Works ("GRANTEE");

WITNESSETH THAT:

WHEREAS, GRANTOR must obtain from GRANTEE a drainage permit, pursuant to Chapter 561 of the Revised Code of the Consolidated City and County, Indiana, for construction of a development known as \_\_\_\_\_;  
and WHEREAS, GRANTEE has determined that GRANTOR must grant it a perpetual drainage easement and right-of-way to assure that GRANTOR's drainage plan, as approved by GRANTEE and described in GRANTEE's Drainage Division File No. \_\_\_\_\_, incorporated herein by reference ("Drainage Plan"), will be established and maintained, or to otherwise assure satisfactory drainage.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other valuable consideration, the receipt of which is hereby acknowledged, GRANTOR for itself, its successors, and assigns does hereby grant, convey and warrant unto GRANTEE a perpetual drainage easement and right-of-way, with the right, privilege, and authority in GRANTEE to maintain, repair, continue, and improve the drainage facilities described in the Drainage Plan ("Drainage Facilities") located under, upon, over, and across the real estate owned by GRANTOR and situated in the County of Marion, State of Indiana, described in **Exhibit 1**, attached hereto and incorporated herein by reference.

A diagram map showing the route, courses, and distances through the above real estate and the width of the easement and right-of-way is attached hereto and incorporated herein by reference as **Exhibit 2**.

GRANTEE shall have the right to enter along, under, over and upon said easement and right-of-way to install, repair, maintain and continue such Drainage Facilities and to make such alterations and improvements to the Drainage Facilities as GRANTEE deems may be necessary or useful. GRANTEE shall also have the right of ingress and egress, for temporary periods only, over GRANTOR's property adjoining said easement when necessary to install, repair, maintain, continue, or improve the Drainage Facilities. GRANTEE shall not otherwise enter upon GRANTOR's real estate adjoining said easement and right-of-way. GRANTEE may remove any structure, pavement, or landscaping on the easement to inspect and/or maintain the Drainage Facilities without liability for replacement or repair of such structure, pavement, or landscaping.

GRANTEE may relinquish this easement and right-of-way, but only if GRANTOR can assure, to the satisfaction of GRANTEE, continuing and adequate drainage absent this easement and right-of-way.

GRANTOR and GRANTEE agree that this easement and right-of-way shall not create in GRANTEE a duty to maintain, repair, continue, and improve the Drainage Facilities but only a right so to do. The duty to maintain, repair, continue, and improve the easement, right-of-way, and Drainage Facilities shall remain with GRANTOR and shall include, but not be limited to, mowing grass and removing weeds, silt, debris and any other obstructions to the free and unobstructed use of the easement and right-of-way or the Drainage Facilities.

GRANTOR covenants that it will not erect, maintain, or allow to continue on the portion of the GRANTOR's real estate in which the easement and right-of-way is granted herein any building or other structure or obstruction to the free and unobstructed use of the easement and right-of-way or the Drainage Facilities without express written permission from GRANTEE. Such permission, when duly recorded, shall run with the real estate.

GRANTOR covenants that it is the owner in fee simple of said real estate, is lawfully seized thereof and has a good right to grant and convey the foregoing easement and right-of-way therein; that it warrants the quiet use and enjoyment thereof; and that it will defend GRANTEE's title in said easement and right-of-way against all claims.

The easement and right-of-way granted herein, and the associated benefits and obligations, shall run with the real estate.

This indenture shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

GRANTOR hereby affirms that no unauthorized alterations of this document have taken place.

**IN WITNESS WHEREOF**, GRANTOR has set its hand and seal as of the day and year first written above.

(WRITTEN) SIGNATURE

(WRITTEN) SIGNATURE OF SECOND  
GRANTOR, IF APPLICABLE

(PRINTED) SIGNATURE

(PRINTED) SIGNATURE OF SECOND  
GRANTOR, IF APPLICABLE

TITLE, IF GRANTOR IS CORPORATION

STATE OF INDIANA)

) SS:

COUNTY OF MARION

)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, Grantor herein, who acknowledged the execution of the foregoing conveyance to be his/her voluntary act and deed.

WITNESS my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

County of Residence

Signature

Commission Expiration Date

Printed Name

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Stefan Wolfla, Infrastructure Manager,  
Department of Code Enforcement

**APPROVED PER LEGAL:**

\_\_\_\_\_(signature) \_\_\_\_\_(print)  
Assistant Corporation Counsel  
Office of Corporation Counsel

**CITY OF INDIANAPOLIS:**

\_\_\_\_\_  
Lori Miser, Director  
Department of Public Works  
By Steven R. Hardiman II  
Executive Assistant

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared Steven R. Hardiman II, who acknowledged the execution of the foregoing to be a voluntary act and deed for the uses and purposes herein mentioned. I have here unto subscribed my name and affixed my official seal, on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

STATE OF INDIANA )

) SS:

COUNTY OF MARION )

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
County of Residence Notary Public

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Commission Expiration Date

\_\_\_\_\_  
Printed Name

This instrument was prepared by Justin Paicely, Assistant Corporation Counsel, 200 E. Washington Street, Suite 1601, Indianapolis, Indiana 46204.

“ I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.” Ellen Hurley, Office of Corporation Counsel

**2-10-16**